

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

**CHARLESTON DIVISION**

BRANCH BANKING AND TRUST COMPANY,

Plaintiff,

v.

CIVIL ACTION NO. 2:19-cv-00073

LOGAN ONCOLOGY CARE ASSOCIATES, LLC,

Defendant.

**MEMORANDUM OPINION AND ORDER**

Before the Court is Plaintiff's Supplemental Motion for Default Judgment. (ECF No. 13.)  
For the reasons discussed herein, the motion is **GRANTED**.

Plaintiff filed this suit against Defendant Logan Oncology Care Associates, LLC ("Defendant"), seeking to collect payments under a promissory note executed on February 17, 2012. (ECF No. 1.) On July 10, 2019, Plaintiff filed a motion for default judgment against Defendant for failing to plead or otherwise defend against this action. *See* Fed. R. Civ. P. 55. (ECF No. 9.) On August 19, 2019, this Court entered a memorandum opinion and order granting Plaintiff's motion for default judgment insofar as it sought an award for the outstanding principal amount due under the note, accrued interest, accrued late charges and fees, post-judgment interest, and attorneys' fees and costs. (ECF No. 10 at 7.) The Court, however, denied without prejudice Plaintiff's request for prejudgment interest finding that Plaintiff did not provide adequate support for its claim. (*See id.* at 5.) Nevertheless, Plaintiff was permitted to submit supplemental briefing on its motion in support of its prejudgment interest proposal. (*See id.* at 5–6.)

Plaintiff timely filed the present supplemental motion. (ECF No. 13.) Therein, Plaintiff provides a proposed prejudgment interest calculation and a detailed explanation of that calculation. The note at issue provides that interest shall accrue from June 17, 2015, “on the unpaid principal balance outstanding from time to time at the variable rate equal to the [Plaintiff]’s Prime Rate plus 1% *per annum* to be adjusted monthly, on the 1st day of each month, as the [Plaintiff]’s Prime Rate changes.” (ECF No. 1-1 at 9.) As of July 3, 2019, the rate of interest accruing on the unpaid principal amount was six and one-half percent (6.5%) *per annum*. (ECF No. 13-1.) The outstanding principal owed under the note as of July 3, 2019, was \$117,033.17. (ECF No. 9-1 at 2 ¶ 5; *see also* ECF No. 10 at 5.) Pursuant to the terms of the note, “[a]ll interest shall be computed and charged for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.” (ECF No. 1-1 at 1.) Therefore, the Court finds that the amount of prejudgment interest between July 3, 2019, and August 19, 2019, the date of this Court’s entry of default judgment, totals \$993.16 ( $\$117,033.77 \times 6.5\% = \$7,607.195 / 360 \text{ days} = \$21.13109 \text{ per diem} \times 47 \text{ days} = \$993.16$ ).

According, the Court **GRANTS** Plaintiff’s Supplemental Motion for Default Judgment, (ECF No. 13), and **ORDERS** that prejudgment interest in the amount of \$993.16 be paid to Plaintiff. An amended judgment order including this amount for prejudgment interest will follow.

**IT IS SO ORDERED.**

The Court **DIRECTS** the Clerk to send a copy of this Order to counsel of record and any unrepresented party.

ENTER: September 18, 2019

  
THOMAS E. JOHNSTON, CHIEF JUDGE